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DISCOVERY MATTER

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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

CHARMAINE CHUA, *et al.*,
Plaintiffs,
vs.
CITY OF LOS ANGELES, *et al.*,
Defendants.

Case No.: 16-cv-00237-JAK (GJSx)

**STIPULATION FOR
PROTECTIVE ORDER;
[PROPOSED] ORDER**

U.S. Magistrate Judge
Gail J. Standish

Whereas plaintiffs have propounded a request for production of documents upon defendants pertaining to official and confidential information, contained in documents maintained by the Los Angeles Police Department, and whereas the parties having met and conferred with each other and the Court, and stipulated to the following terms and conditions, the Court hereby orders as follows:

1. Defendants may designate as confidential any document or writing that they, in good faith, believe contains information of a privileged, confidential, private or sensitive nature, by affixing to such document or writing a legend, such as

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1 "Confidential." "Confidential Documents," "Confidential Material," "Subject to
2 Protective Order" or words of similar effect. Documents and writings so designated, and
3 all information derived therefrom (hereinafter, collectively referred to as "Confidential
4 Information"), shall be treated in accordance with the terms of this stipulation.

5 2. If Plaintiff's counsel believes that any document, writing or information
6 that has been designated by Defendants as Confidential (or an equivalent
7 designation) does not warrant that designation Plaintiffs counsel will advise Defendants'
8 counsel. The parties will attempt in good faith to resolve the question of whether the
9 designation is warranted. If the parties are unable to resolve the matter informally, the
10 disagreement will be resolved by the Magistrate Judge (or District Judge, if appropriate).
11 Notwithstanding Plaintiffs counsel belief that a document, writing or information that
12 has been designated by Defendants as Confidential (or an equivalent designation) does
13 not warrant that designation, Plaintiffs counsel will continue to treat it as such in
14 accordance with the terms of this Protective Order unless and until the parties agree
15 otherwise or the Court so determines.

16 3. Confidential Information may be used by the persons receiving such
17 information only for the purpose of this litigation.

18 4. Subject to the further conditions imposed by this stipulation, Confidential
19 Information may be disclosed only to the following persons:

20 (a) Counsel for the parties, parties, and to experts, investigators, paralegal
21 assistants, office clerks, secretaries and other such personnel working under
22 their supervision;

23 (b) Such other parties as may be agreed by written stipulation among the
24 parties hereto.

25 5. Prior to contacting any person identified as a witness or suspect in the
26 Confidential Information, excluding the plaintiff in this action, the party intending to
27 contact this person will first notify counsel for Defendant City of Los Angeles, who will

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1 then advise the Los Angeles Police Department. The party requesting to contact any
 2 person identified as a witness or suspect in the Confidential Information will be notified
 3 within five working days of their request of the Department's position, if any, and if the
 4 Department objects to the party contacting this person, the parties agree they will not
 5 contact the person without Court order allowing them to do so.

6 6. Prior to the disclosure of any Confidential Information to any person
 7 described in paragraph 3(a) or 3(b), counsel for the party that has received and seeks to
 8 use or disclose such Confidential Information shall first provide any such person with
 9 a copy of this stipulation, and shall cause him or her to execute, on a second copy which
 10 counsel shall thereafter serve on the other party the following acknowledgment:

11 "I understand that I am being given access to Confidential
 12 Information pursuant to the foregoing stipulation and order.
 13 I have read the Order and agree to be bound by its terms
 14 with respect to the handling, use and disclosure of such
 15 Confidential Information.

16 Dated: _____/s/ _____”

17 7. Upon the final termination of this litigation, including any appeal
 18 pertaining thereto, all Confidential Information and all copies thereof shall be returned
 19 to the Defendant City of Los Angeles through the City Attorney's Office. All
 20 Confidential Information disclosed to any person or party pursuant to any provision
 21 hereof also shall be returned to the Defendants.

22 8. If any party who receives Confidential Information receives a
 23 subpoena or other request seeking Confidential Information, he, she or it shall
 24 immediately give written notice to the Defendants' counsel, identifying the Confidential
 25 Information sought and the time in which production or other disclosure is required, and
 26 shall object to the request or subpoena on the grounds of this stipulation so as to afford
 27 the Defendants an opportunity to obtain an order barring production or other disclosure,
 28 or to otherwise respond to the subpoena or other request for production or disclosure of

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1 Confidential Material. Other than objecting on the grounds of this stipulation, no party
2 shall be obligated to seek an order barring production of Confidential Information, which
3 obligation shall be borne by the Defendants. However, in no event should production
4 or disclosure be made without written approval by the Defendants ' counsel unless
5 required by court order arising from a motion to compel production or disclosure of
6 Confidential Information,

7 9. Any pleadings, motions, briefs, declarations, stipulations, exhibits or
8 other written submissions to the Court in this litigation which contain, reflect,
9 incorporate or refer to Confidential Information shall be filed and maintained under seal.

10 10. Counsel for the parties hereto agree that any motions, applications
11 or other pre-trial proceedings which entail the discussion or disclosure of Confidential
12 Information be heard by the Court outside the presence of the jury or potential jurors,
13 unless having heard from counsel, the Court orders otherwise. Counsel for the parties
14 further agree that during any portion of the trial of this action which could entail the
15 discussion or disclosure of Confidential Information, access to the courtroom be limited
16 to parties, their counsel and other designated representative, experts or consultants who
17 agree to be bound by this stipulation, and court personnel, unless having heard from
18 counsel, the Court orders otherwise.

19 11. Nothing herein shall prejudice any party's rights to object to the
20 introduction of any Confidential Information into evidence, on grounds including but
21 not limited to relevance and privilege.

22 12. This Protective Order survives settlement, trial and/or appeal.

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1 13. This Stipulation may be signed in parts and may be transmitted by
2 facsimile as if it was the original document.

3 ***IT IS SO STIPULATED:***

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5 DATED: SEPT. 27, 2018

6 Kaye, McLane, Bednarski & Litt, LLP
7 Law Office of Carol A. Sobel
8 Schonbrun, Seplow, Harris & Hoffman
9 Law Office of Colleen Flynn
 Law Office of Matthew Strugar

10 /s/ *Carol A. Sobel*

11 By: CAROL A. SOBEL
12 Attorneys for Plaintiffs

13 Dated: SEPT. 27, 2018

 Michael N. Feuer, City Attorney
14 Thomas Peters, Chief Asst. City Attorney
15 Cory M. Brente, Asst. Supv. City Attorney
 Geoffrey Plowden, Dep. City Attorney

16 /s/ *Geoffrey Plowden*

17 By: GEOFFREY PLOWDEN
18 Attorneys for Defendants
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